

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**Westside Jewish Community Center**

**And**

**The Jewish Communal and Social Agency Employees  
Local 800 of the  
American Federation of State, County and Municipal Employees  
(AFSCME, AFL-CIO, Local 800)**

**July 1, 2019 through  
June 30, 2022**

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## **PART ONE: GENERAL PROVISIONS**

### **ARTICLE 1 -- UNION/MANAGEMENT PROVISIONS**

This Agreement, effective July 1, 2019, is between Westside Jewish Community Center (hereinafter referred to as the "Employer"), and The Jewish Communal and Social Agency Employees, Local 800 of the American Federation of State, County and Municipal Employees (AFSCME, AFL-CIO, Local 800).

### **ARTICLE 2 -- RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Preschool Teachers, Preschool Teaching Assistants, Preschool Clerical Personnel and Custodians at Westside JCC who are regularly engaged to work in excess of 18.75 hours per week, excepting the Director of Early Childhood Education or any other supervisors who may be subsequently employed. All provisions of this Agreement shall pertain to all employees covered by this Agreement, unless otherwise specifically noted. No provision of this Agreement shall be unilaterally changed by either party.

#### **A. Part-Time and Temporary Employees**

The foregoing bargaining unit shall include part-time employees who normally work one-half (1/2) or more of the regular workweek and shall exclude all other part-time employees. Part-time employees working less than eighteen and three quarter (18 <sup>3</sup>/<sub>4</sub>) hours per week will not be included in the bargaining unit when they work additional hours which are not regularly scheduled. Temporary employees are included only to the extent provided for in specific provisions of the Agreement. The Employer will make every effort, when creating new positions, to endeavor to ensure that they will include a minimum eighteen and three quarter (18 <sup>3</sup>/<sub>4</sub>) hours, when operationally and economically feasible.

Note 1: All employees as of the date of this agreement are to retain their current bargaining unit or non-bargaining unit status.

### ARTICLE 3 -- UNION SECURITY

#### A. Employees

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall retain membership in the Union. Good standing shall be defined as timely payment of regular dues uniformly applied to all members.

It shall also be a condition of employment that no later than the thirty-first (31st) calendar day following the beginning of employment, employees shall join the Union and remain members in good standing or pay a service fee to the Union. .

The Employer shall discharge an employee at the expiration of fourteen (14) calendar days following receipt of written notice from the Union that the Employee has failed to complete or maintain membership in good standing in the Union, or has failed to authorize a service fee payroll deduction to the Union.

#### B. Indemnification Clause

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the dues check off application of the provisions of the Union Security Article of this Agreement.

### ARTICLE 4 -- UNION DUES CHECKOFF

Regular Union dues and initiation fees (but not fines, or assessments of any kind) shall be deducted monthly by the Employer upon written authorization of any employee covered by this Agreement.

### ARTICLE 5 -- NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity, race, color, creed, sex, sexual orientation, national origin, political beliefs, age, religion, or physical handicap, as provided by law.

### ARTICLE 6 -- MUTUAL OBLIGATIONS

#### A. Employer Rules

The Union and its members agree to observe all rules not inconsistent with the Agreement which are promulgated by the Employer and further agree to maintain



discipline and to respect the rights and prerogatives of the Employer and its representatives. All members of the Union shall perform the work to which they may be assigned conscientiously and with due regard to the interest of the Employer.

B. Management Rights

The right to hire, promote, to maintain discipline and efficiency, to assign personnel, specify or assign work requirements and overtime are the sole responsibility of the Employer, subject to the provisions of this Agreement. The Employer shall have the right to discharge or discipline for cause, subject to the provisions of the Agreement. Work processes, methods, routing and scheduling of work are the Employer's prerogative exclusively and the Union and its members agree that they will cooperate therewith.

There shall be no limitation on the Employer's right to transfer employees in the same grade for the purpose of achieving efficiency, whether related to layoffs or regular employment.

C. No Strikes

The parties to this Agreement intend to provide a stabilized relationship and to insure uninterrupted operations during the life of this Agreement. For that reason, it is agreed that during the term of this Contract, there shall be no strikes, lockouts, slow downs, work stoppages, or other forms of job action by either party hereto or by any of the employees covered hereunder.

D. Union President/Chief Steward/Chapter Chairpersons

The Employer shall give due consideration to Chief Steward in the carrying out of their duties. Any request by the Union for a reduction in hours and/or assignments for the Chief Steward shall be subject to immediate negotiation between the parties as to such hours and/or assignments and compensation, but in no event shall the Employer be obliged to suffer any financial hardship as a result of such activity.

The Employer shall provide release time to be paid for by the Union of a minimum of one day per week for the Chief Steward to conduct Union business. No benefits or other matters related to compensation will be impacted as a consequence of this provision.

E. Bulletin Boards

A bulletin board shall be provided at each worksite which shall clearly indicate that the material placed thereon represents the views of the Union.

F. Miscellaneous Provisions

1. The Union and all employees covered by this Agreement agree that they will:
  - a. Cooperate to maintain standards of workmanship and job performance.
  - b. Comply with all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement.
  - c. Officers, Stewards and Members of the Union, during working hours, shall only use the minimum amount of time required for the handling and processing of grievances or matters other than those related to the Collective Bargaining Agreement. Every effort will be made, when possible, not to disrupt or interfere with the work function of the Employer.
  - d. Not solicit Union members, Union dues, or engage in other Union activities on the Employer's premises during working time.
2. Supervisors shall not displace bargaining unit employees.

G. Charitable Contributions

All charitable contributions by employees shall be on a voluntary basis.

H. Employer Required Medical Examination

When an employee is required by the Employer to take any kind of medical examination including drug testing as a condition of initial employment, or as a condition of accepting a job in a different classification, or as required by law, the expense shall be borne by the Employer. The Employer shall have the right to select the examiner.

I. Membership in Professional Organizations

No employee shall be required to join any organization except those job-related professional organizations paid for by the Employer.



J. Security at Work Sites

The Employer will provide reasonable security at all work sites.

K. Labor-Management Committee

A Labor-Management committee composed of representatives from the bargaining unit and management will be established which shall meet on a regular basis to discuss issues of concern regarding the terms and conditions of employment.

ARTICLE 7 -- RIGHT OF ACCESS

The regularly designated non-employee representative of the Union shall have access to the office of the Employer's representative for the purpose of taking up Union matters. Visits with the employees concerning Union business shall be only after obtaining the consent of the Employer's representatives. Union representative visits shall not interfere with an employee's duties.

The Union may have access to the premises for meetings outside of regular working time, after clearing for such meetings with such person as management shall designate.

ARTICLE 8 -- POSTING OF JOB OPENINGS

A. Bargaining Unit Openings

The Employer will post notices of vacancies, promotional opportunities and new jobs on any position in the bargaining unit, except temporary positions of eight weeks duration or less, with a copy emailed to the Union prior to the solicitation of any applications or the interview of any applicants for such jobs. All such notices shall be dated and shall state that the job is a Union position, and shall include the exact department, salary range, and whether the position is time-limited, part-time, or temporary. The Employer will notify the eligible employees on lay-off of such job opportunities. Recruiting may proceed once the Union is notified. However, the Employer may temporarily fill the job for a period of sixty (60) days until an acceptable person is awarded the job. The period may be extended by mutual agreement between the parties.

In the case of multiple acceptable applications of Bargaining Unit members for the same position, the position shall be awarded by seniority. If no acceptable application is received from any employee within five (5) days after such posting, the Employer may hire from any source.

In the case of transfers in the same classification or on temporary jobs of less than thirty (30) days duration, no posting shall be required.

It is intended that the job posting procedure be faithfully adhered to by the Employer.

B. Non-Bargaining Unit Openings

Except when extraordinary circumstances prevail, the Employer will make a good faith effort to post non-bargaining unit jobs, and will give consideration to all applications from bargaining unit personnel. The Employer may decide in its sole discretion who it hires under this Section.

ARTICLE 9 -- ESTABLISHING NEW CLASSIFICATIONS

Whenever the Employer intends to establish a new classification, or change or consolidate the duties of an existing classification, the Union shall be notified in writing at least ten (10) working days prior to the proposed change.

Upon request, the Employer shall meet with the Union and discuss the wage rate for the new, changed or consolidated classification in the bargaining unit in a good faith effort to arrive at a mutual agreement. If, after ten (10) calendar days, they have failed to reach an agreement on the wage rate, the Employer shall have the right to establish the wage rate applicable to the new, changed or consolidated classification. The Union shall have a right to grieve the wage rate by filing a grievance within ten (10) working days of the date the Employer notifies the Union of the new wage rate. Should the Union fail to grieve the new wage rate within said ten (10) working days, it shall have been deemed to have agreed to the new wage rate. Job duties shall be assigned by the Employer.

The Employer agrees not to be arbitrary, capricious or discriminatory in establishing new wage rates.

ARTICLE 10 -- NOTICE TO UNION OF EMPLOYEE STATUS

At the time a new employee is hired in a classification covered by this Agreement, the Employer shall forward to the Union office written notice of the employee's name, date of hire, job classification, agency and work site.

Whenever any employee covered by this Agreement is reclassified or has his status changed for any reason, the Employer shall forward to the Union office written notice of the employee's new classification and new salary. At the time of hire, the new employee shall be given a copy of the Union contract and any additional appropriate materials supplied by the Union.



## ARTICLE 11 -- TEMPORARY AND PART-TIME EMPLOYEES

### A. Temporary Employees

Temporary Employees may be hired only to substitute for permanent employees on vacation, sick leave, or leave of absence, except as provided in the next two paragraphs. Six months' temporary employment shall be the maximum period unless the Union, management and the employee agree to extend the temporary employment, but in no case can an employee work temporarily more than one year.

Temporary employees may be hired as needed, with prior notification to the Union, provided that any qualified regular employee on layoff be offered the temporary work first. Temporary employees shall be hired for no more than six (6) continuous months, except as otherwise provided herein. Said employees shall be entitled to all contractual holidays and sick leave on a pro rata basis.

Temporary employees can be employed for a period of one year if said employment is for the purposes of staffing experimental programs, special programs, or filling in for someone on a leave of absence that will last up to one year.

All temporary employees shall receive the same rate of pay as permanent employees for job classifications under the terms of this agreement.

The employer will give preferred consideration to temporary employees in filling any jobs of a permanent type for which they may qualify. Any temporary employee that is made permanent shall have all time served in a temporary status applied toward seniority.

Temporary employees shall not accrue seniority for any purposes, except as set forth in the above paragraph. The Employer agrees it shall not attempt to avoid paying benefits by replacing one temporary employee with another to do the same work.

Temporary employees hired for a period not to exceed eight (8) weeks shall be excluded from Article 3, Union Security.

### B. Part-Time Employees

Part-time employees may be hired for those positions that are less than full-time. When vacancies occur in permanent full-time positions or where new positions are created, consideration shall be given to regular employees on layoff, then permanent part-time employees, and thereafter to temporary employees who shall apply for such positions.

Regular part-time employees regularly scheduled to work 18 <sup>3</sup>/<sub>4</sub> or more hours per week will be entitled to prorated sick leave, holiday and vacation benefits as provided in this

contract.

Employees regularly scheduled to work 30 or more hours per week, will be entitled to prorated sick leave, holiday and vacation benefits as provided in this contract, and full medical, dental and disability insurance and retirement plan benefits. Employee eligibility for retirement benefits is determined by the plan documents for the Defined Benefit Plan and Defined Contribution Plans of the Jewish Federation Council.

Employees regularly working at least 27.5 hours per week but less than 30 hours per week as of June 30, 2019 will continue to receive their current level of benefits.

Part-time employees regularly scheduled to work 18 ¾ hours a week or more will accrue seniority on a prorated basis.

## ARTICLE 12 -- PROBATION

### A. Common Provisions

Regular employees shall not acquire seniority rights during the probationary period of employment, but if continued in employment after the probationary period of employment, their Employer seniority shall commence from the date of hiring as a regular employee.

Employees shall be notified in writing of completion of their probationary period.

The period of probation may be extended only by express agreement of the employee and the Employer. Probationary employees shall be given a written evaluation not later than 2/3rds of the way through their probationary period. If such evaluation is not given, the probationary period may not be extended. Before extending probation, the Employer will notify the employee in writing, at least five (5) days before the probation period would have ended, with a copy to the Union, of the area(s) where improved performance is needed. The probation period may not be extended for more than thirty (30) days (sixty [60] days for professional employees on a six (6) month probation period).

An employee may be dismissed by the Employer at any time within the probationary period, usual or extended, without showing cause, and such employee shall not have access to the grievance and arbitration procedure. However, when a probationary employee has cause to believe that an employee-employer conference or meeting may result in a termination action; said employee may request to be accompanied by a Union representative.

### B. Probationary Period



The probationary period of employment for Westside JCC employees covered by the bargaining unit shall be:

1. For Preschool Teachers and Teaching Assistants, twelve (12) months with notice to be given by May 15 of each year.
2. For Preschool Clerical Personnel and for Custodians, 120 days from date of hire.

#### ARTICLE 13 -- EMPLOYEE EVALUATIONS

It is recognized that evaluation is a continuing process and takes place both formally and informally. A formal evaluation of performance and competence of regular employees shall be completed at the end of the probationary period and within thirty (30) days after the end of each employment year thereafter or program year where applicable. Bargaining unit employees who perform any supervisory functions with respect to other bargaining unit employees shall fully cooperate with management in doing performance evaluations of such employees. Nothing contained in this provision shall require an evaluating employee to sign an evaluation with which he or she disagrees, nor shall he or she be required to recommend or endorse any disciplinary action. The process of evaluation shall include among other things the following elements:

1. Oral discussion between employee and supervisor up to the point where they agree that the employee's performance and competence have been thoroughly reviewed.

2. The evaluation shall be put in writing and shall include the employee's statement and signature. A copy of the evaluation is to be given to the employee.

3. In the event the employee does not agree with the evaluation he/she may file a statement of exception which shall become part of the employee's personnel record. The employee may also request a review by the department head and if the employee does not agree with his/her decision, the employee may request a review by the appropriately designated management representative selected by the Employer, and if the employee still does not agree with the decision, the Personnel Committee of the Employer where such a committee exists for this purpose. If none agree with the employee, he/she may still file a statement of exception which shall become part of the employee's personnel record. If demotion or dismissal results from the evaluation, he/she shall have the right to invoke the grievance machinery.

#### ARTICLE 14 -- PERSONNEL FILES

- A. There is only one official personnel file. Any employee, or his/her certified representative with the written consent of the employee, may inspect that employee's

personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

B. An employee shall be advised of, and entitled to read, any written statement regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. Upon request, the employee will be given a copy of any such statement, and shall have the right to have his/her written response, if any, placed in the file.

C. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed, but does not necessarily indicate agreement with its content. If the employee refuses to sign, the management representative shall note said refusal, and the copy will be filed accompanied by a signature of another management representative witnessing the employee's refusal to sign.

D. Neither the employee nor the Union may file a grievance regarding any such document unless such document is used to support disciplinary action, such as demotion, disciplinary transfer, suspension or termination. In that event, any grievance filed because of a disciplinary action shall be deemed to also include a grievance over all documents used in support of such action.

E. All written statements regarding his or her work performance or conduct placed in an employee's personnel file will be removed upon the request of an employee after twelve (12) months unless the matters raised therein have been incorporated into the employee's next two (2) succeeding performance evaluations. In that case, it shall be removed twelve (12) months following the date of the most recent prior evaluation provided the statement regarding the same problem has not been placed in the file during the proceeding twelve (12) months.

F. Employees seeking to place relevant material in their personnel files shall provide the material to the custodian of the personnel file who shall place the material in the employees' files in a timely manner and upon request issue a receipt to the employee.

#### ARTICLE 15 -- OUTSIDE EMPLOYMENT

Employees will notify the Employer of any outside employment that is in conflict with their employment obligations or with the role of the Employer. Employees shall sign an annual conflict of interest statement prepared by the Employer and approved by the Union and the Employer's Board of Directors.



## ARTICLE 16 -- SENIORITY

### A. Definition

Seniority shall be defined as an employee's continuous length of employment service.

### B. Application of Seniority

#### 1. Layoffs

In situations requiring layoffs, including an involuntary reduction in hours, due to lack of funds or lack of work, such layoffs shall be on the basis of seniority within the affected department and classification, with the least senior employee laid off first, providing the remaining employees have the necessary skills and ability to perform the available work without additional training other than the basic job orientation. However, an employee may not use any seniority acquired in a non-professional classification in asserting any layoff, bumping or recall rights in a professional classification. Where seniority is equal, priority shall be determined by lot.

Before any bargaining unit employee is notified of a layoff all non-managerial, non-supervisory unrepresented employees doing essentially the same work or who are temporary must be let go first.

a. Notwithstanding any other provision in this section the President, Vice-President, Chapter Chairs and Chief Steward in each Agency (if the Chapter Chair is not employed there) shall not be laid off unless all employees in his/her classification, in the same career ladder, where applicable, and which require the same basic job skills have been laid off.

#### 2. Bumping

An employee to be laid off may, at her/his discretion displace on a seniority basis the most junior employee in a lateral classification, if such a person exists, or, if not, in the next lower classification where such a person exists, provided that he/she has the necessary skills and ability to perform the work without additional training other than basic job orientation or has performed the work previously. An employee must elect severance pay or exercise her/his bumping rights within five (5) working days of personal notice that he/she is subject to layoff.

When an employee bumps to a lower classification, he/she shall be paid at his/her existing salary rate, provided it falls within the range of the new classification, but in no event more than the maximum of the new range. If the employee's existing salary is above the range of the new classification, the employee shall be paid at the top of the

range of the new classification into which he/she bumped. Notwithstanding the foregoing, where the terms of a grant, fee for service or third party payer arrangement as specified in Article 12.C. provides either for a general salary limitation or that the employees in specified classifications be paid the rate assigned to the classification, the grant or other contract arrangement shall control.

### 3. Recall

As work becomes available, at the discretion of the employer, and employees are to be recalled, those on layoff shall be recalled to work in the classification from which they were laid off on the basis of seniority. It is understood that the laid off employee should have the necessary skill and ability to perform the work available without additional training other than basic job orientation. The rate of pay shall be within the rate range of the job to which the employee is being recalled. No new employee shall be hired to perform work which is within the classification of an employee on layoff, except as otherwise provided herein. Employees shall maintain recall rights for twelve months.

### 4. Promotion

Senior employees shall be given consideration for any promotion to a higher classification; however, the final judgment in the promotion shall rest solely with the Employer. But if the senior employee, who applies is not promoted, upon his/her request the employee will be told why he/she was not promoted.

Any employee permanently transferred to a higher rated job classification shall be paid a promotional increase not to exceed overall contract agreement rate with a maximum of two jumps, but in no event less than the minimum or more than the maximum rate for the new classification. Such transfer shall have the appropriate probationary period for the job, whether in or out of the bargaining unit. If the employee does not pass probation, he/she shall have the right to exercise his/her seniority as defined in Section B2 of this Article.

In the event any employee who in the judgment of the employer would have been promoted, is frozen in his/her position, for the good of the employer, such employee shall be given the promotional increase provided for in this section.

### 5. Transfer

Acceptable applications for openings within the Bargaining Unit shall be awarded by seniority.



### C. Accrual of Seniority/Loss of Seniority

Employees shall accrue seniority from date of last hire of employment with the Employer. Seniority shall continue to accrue during periods of approved leave of absence, but no seniority shall accrue while the employee is on layoff. Seniority shall be accrued pro-rata for part-time employees.

An employee shall lose her/his seniority for any of the following reasons:

1. If the employee leaves, quits, or is discharged for cause;
2. If the employee fails to return to work after the period of authorized leave of absence;
3. If the employee has been laid off and fails to report within ten (10) working days after being notified to report for work; provided that if his/her failure to report for work is based upon reasons satisfactory to the Employer, he/she shall lose his/her seniority only as to the specific vacancy for which such employee failed to report;
4. Failure of any employee on layoff to respond within ten (10) working days to an inquiry that is made by the Employer by certified mail as to the employee's desire to retain his seniority. Employee's response shall be made as specifically requested by the Employer;
5. If the layoff extends beyond one year, provided that if the Employer, in its sole discretion, recalls an employee who has been on layoff for less than two (2) years, such employee shall not lose his/her seniority.

### D. Seniority Lists

The Employer shall post seniority lists at twelve (12) month intervals from the effective date of the Agreement at all work sites. The Union shall be provided with a copy of each list. The lists shall include each employee's name, classification and hire date.

Within fourteen (14) days of posting, any employee who believes an error exists in the posted seniority list shall bring the problem to the attention of the Employer and seek correction.

### E. Transfers Into Bargaining Unit

An employee who has worked for the Employer in a position not covered by this Agreement and who is transferred into a position covered by the Agreement shall retain her/his seniority when transferred.

F. Notice of Layoffs

On all layoffs, the Employer shall give notice to the Union in writing thirty (30) days in advance thereof, provided the Employer has such information thirty (30) days in advance, and immediately upon acquiring such information if it is less than thirty (30) days before the reduction.

After such notice has been given, in the event the employee obtains a position for which he/she must report earlier, the Employer will permit the employee to leave prior to the expiration of the notice, provided that the employee has given five (5) working days' notice to the Employer, with severance pay to be computed as of the actual day of leaving. The Employer may assist the employee in obtaining another job through time off and in any other way feasible within the limitations of program needs.

G. Bargaining Obligation

When a position covered by this Agreement is eliminated for reasons of promotion, reclassification, reorganization, layoff or cutback, the Employer shall notify the Union and, upon request, the Employer will negotiate over impact on remaining employees in the classification or department, where applicable.

ARTICLE 17 -- TERMINATION (DISMISSALS, RESIGNATIONS, SEVERANCE, DISMISSAL PAY, AND RETIREMENT)

A. General Provisions

After the employee has completed probation, except for layoffs due to lack of funds or lack of work, dismissal shall be only for cause. The Union shall be notified of layoffs and dismissals at the same time as any notices being given to the affected employees. An employee unjustly dismissed may be entitled to reinstatement with back pay and other benefits accrued prior to and during dismissal, except as otherwise limited by the grievance procedure. When an employee is accused of dishonesty, insubordination, or malfeasance, the Employer can suspend said employee without pay for up to a thirty (30) day period, while conducting an investigation. If the charges are determined to be unfounded the employee shall be made whole, except as otherwise modified by an arbitrator's decision.

B. Dismissal Notice and Pay

When an employee is dismissed for cause and if the cause is substance abuse, the employee shall be entitled to a medical leave of absence (or, at the Employer's discretion, may be continued on the job) if the employee enters an approved employee assistance



program. If the employee refuses to attend or does not successfully complete the program, or if after completion of the program the employee again engages in substance abuse, this is grounds for immediate dismissal without further notice.

### C. Resignation Notice

In cases of voluntary resignation, the Employer shall be entitled to one (1) month's notice from professional workers, and two (2) weeks' notice from clerical, maintenance and other workers, unless the employee has worked less than six (6) months in which case one (1) week's notice is sufficient.

### D. Severance

#### 1. General Severance Provisions

Except as provided in the next paragraph, no severance pay shall be paid in any case to employees who qualify for benefits under the Employer's disability insurance program. There shall be no severance pay for employees who retire, or are eligible for normal retirement, under the Employer's retirement program; for employees who voluntarily terminate their employment; or for employees who do not complete their probationary period; for employees dismissed for cause. Where termination is by mutual agreement, employees shall receive severance pay. Termination by mutual agreement as used herein refers only to resignations requested by the Employer and acceded to by the employee.

Severance pay, in accordance with the applicable normal severance schedule shall be payable to any employee with more than two (2) years tenure who shall be forced to leave the service of the Employer as a result of a permanent and total disability which is defined as physical or mental illness which totally and permanently incapacitates him for further service. The application for severance pay under these circumstances must be certified by a doctor selected by the Employer.

#### 2. Severance Pay

Employees on the Employer's payroll as of January 1, 2003 shall receive severance pay, if eligible, at the rate of pay being received at the time of termination, in accordance with the following schedule:

##### a. Employees hired prior to February 1, 1994

- After 1 year or major portion thereof = 1 week of pay
- After 2 years or major portion thereof = 2 weeks of pay
- After 3 years or major portion thereof = 4 weeks of pay
- After 4 years or major portion thereof = 6 weeks of pay
- After 5 years or major portion thereof = 9 weeks of pay

For subsequent years of employment (after 5 years): 3 weeks pay for each additional year of employment or major portion thereof, not to exceed a maximum of 26 weeks regular pay.

b. Employees hired after February 1, 1994

After 2 full years = 2 weeks of pay

After 3 years or major portion thereof = 3 weeks of pay

After 4 years or major portion thereof = 4 weeks of pay

After 5 years or major portion thereof = 5 weeks of pay

After 6 years or major portion thereof = 12 weeks of pay

For 7 or more years of employment: 2 weeks pay for each full year of employment or major portion thereof, not to exceed a maximum of 20 weeks.

c. Employees hired after April 1, 2003

Employees hired after April 1, 2003 shall receive severance pay if eligible, at the rate being received at the time of termination, in accordance with the following schedule:

After 1 year = 2 weeks of pay

After 5 years = 4 weeks of pay

Severance pay will be in addition to paid notice as set forth in Article 16F., Notice of Layoff. No past practices regarding severance pay shall be binding under this contract.

E. Vacation Pay Upon Termination

At time of termination, employees with over six (6) months of service shall be entitled to accumulated vacation pay upon a prorated basis for all vacation time to which they are entitled, but not used, provided that, if such termination is the result of the employee's resignation, the employee shall not be entitled to accrued vacation pay unless he gives the Employer proper notice of his resignation in accordance with the provisions of this Article.

F. Unused Sick Leave at Termination

At retirement or termination, except termination for cause, employees immediately eligible to receive Employer pension benefits shall be paid for one half of their accumulated sick leave.



## ARTICLE 18 – HOURS AND OVERTIME

### 1. Regular Work Week

The basic workweek for professional and clerical workers shall be thirty-seven and one-half (37-1/2) hours.

### 2. Overtime

a. All time worked beyond seven and one-half (7-1/2) hours per day and thirty seven and one-half (37-1/2) hours per week, shall be considered overtime, except that time lost during the workday shall be applied against approved overtime or deducted from earned salary. Overtime approved by the Employer shall be compensated for in accordance with the following schedule:

(i) Professional Workers: Equivalent time off shall be given within thirty (30) days (or later if requested by the employee) of the date such overtime is worked, or by time and one-half the regular rate of pay if compensatory time off is not given within said thirty (30) day period (or later if requested by the employee). Compensatory time off or approved overtime shall be taken by the employee at the time designated by the Employer.

(ii) All Other Employees: Time and one-half the regular rate of pay.

b. Employees required to work on a Sunday which is not regularly scheduled as a working day for the employee shall be paid double time for all hours worked, provided that, the Employer may, at its discretion, grant compensatory time off to professional employees for Sunday work in accordance with the provisions of this Article.

c. Guaranteed minimum call for special unscheduled work shall be four (4) hours' pay at the employee's rate of pay, computed in accordance with other provisions of this Article..

### 3. Shift Differential

Except for field trips, employees shall be entitled to a six percent (6%) shift differential for shifts that are regularly scheduled to start between 6:00 p.m. and 8:00 a.m. Mondays through Fridays, and any time on Saturdays, Sundays, and holidays.

4. Meal Allowance

When overtime is required to be worked and is worked, for at least two (2) hours and is concluded after 7:00 p.m., employees shall be eligible to receive a dinner allowance. On Grades 10a and up, employees shall be eligible to receive a dinner allowance after eight (8) hours work if work is concluded after 7:00 p.m. For overtime worked other than on a regular workday, employees shall be eligible to be reimbursed for meals as follows: a lunch allowance if work is from before 11:00 a.m. to after 1:00 p.m.; a dinner allowance if work is concluded after 7:00 p.m. When overtime is worked in a place other than the regular office after regular office hours, dinner money shall be paid to that employee except in the case where dinner is provided.

The meal allowance shall be up to \$4.75 for breakfast, up to \$11.00 for lunch and up to \$14.00 for dinner.

This provision shall not apply to field trips.

5. Mileage

When an employee is required to use his or her own personal car for purposes as directed by the Employer, the Employer shall reimburse the employee for mileage at the standard mileage rate allowed by the Internal Revenue Service. No reimbursement shall be made for commuting between an employee residence and his/her regular work location as defined by the Internal Revenue Code. Documentation and request for payment will be in accordance with each Employer's expense reimbursement guidelines. Employees using their own vehicles in connection with their work must have adequate liability insurance as required by Sections 16430 et seq. of the California Vehicle Code, as same may be amended, and/or any successor law, and upon request furnish proof of compliance to the Employer.

Grant employees will be paid only to the maximum rate allowed by the specific grant covering their program.

Employees who are directed to work at multiple locations, except for those hired to work at multiple locations, shall be eligible for mileage for the excess distance between their regular work location and other work locations.

6. Call Back Pay

Employees shall be guaranteed a minimum call of four (4) paid hours when called upon to work on a day outside of the regular workweek; in such cases, when required, the employees shall report for work the hours thus guaranteed.

7. Flex Time

A four (4) day workweek and/or a flex time schedule may be implemented upon mutual agreement by the Employer, Union and employees affected. Specific working hours shall be posted by the Employer.

8. Short Turn Around

If less than eight (8) hours are given off between work shifts, all hourly paid employees covered by this Agreement shall be paid at the rate of time-and-one-half for those hours worked that are less than eight (8) between such shifts.

9. No Excessive Hours

No employee covered by this agreement shall be required to work excessive hours on an ongoing basis.

ARTICLE 19 -- SUB-CONTRACTING

The Employer shall have the right to sub-contract bargaining unit work under the following conditions.

1. No current regular full-time or part-time bargaining unit employee shall be laid off as a result of sub-contracting.

2. The Union will be notified of any sub-contract when a final decision is made by the Employer.

In determining the independent contractor status of a person or entity, all relevant substantive law as well as IRS regulations shall be germane.

ARTICLE 20 -- GRIEVANCE AND ARBITRATION PROCEDURES

A. Definition

A Grievance shall be defined as any dispute concerning wages, hours or working conditions or their application or interpretation. However, only questions of the application or interpretation of specific provisions of this Agreement shall be subject to the arbitration provisions hereof.

B. Union Representation

An employee may choose to be represented by the Union at any step of the grievance



procedure, and at any meeting or interview with the Employer at which the employee has reasonable cause to believe disciplinary action may result. If the employee chooses not to be represented by the Union in the processing of a grievance, a representative of the Union shall have the right to be present as an observer at any formal meeting with said employee.

#### C. Informal Procedure

It is the parties' intention that serious; good faith attempts shall be made to resolve all disputes arising in connection with this Agreement on an informal basis. Therefore, the first step of the grievance procedure shall be direct discussions between the employee and his/her supervisor. The dispute must be discussed within ten (10) working days of the time the employee knew or reasonably should have known of the occurrence which gave rise to the dispute, or the grievance shall be null and void. Informal discussions should include all individuals thought by either party as necessary or useful to the resolution of the problem.

#### D. Formal Grievance Procedure

1. Notwithstanding the informal procedures set out above, all formal grievances must be served in writing on the other party within ten (10) working days of the time the employee receives a formal notification from his/her supervisor.

2. The Employer's designated representative shall serve as the recipient for all formal grievances filed by that Employer's employees or by the Union. The Union and the employees shall be provided with the name of each Employer's designated management representative whenever changes are made.

3. Within ten (10) working days of receipt of the grievance, the person(s) designated by the Employer shall meet with the grievant to discuss the grievance. If the grievance is not settled at that time, the Employer's designee shall provide a response to the grievance in writing within five (5) working days.

4. The Union may, in writing, request arbitration within fifteen (15) working days of receipt of the decision rendered by the Employer's designee.

#### E. Arbitration

1. Within ten (10) working days of the Employer's receipt of the Union's request to proceed to arbitration, the Union and the Employer's designated representatives will meet for purposes of selecting an arbitrator.

2. If the respective parties cannot mutually agree upon the selection of an

arbitrator they will request a list of five arbitrators from the American Arbitration Association. Upon receipt of the list of five arbitrators the parties shall alternately each strike a name from the list until one (1) name remains. Said individual shall be selected as the impartial arbitrator. The party requesting arbitration shall strike first.

3. The arbitrator's decision shall be final and binding on the parties, and any affected employees whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) calendar days after the close of the arbitration or the filing of briefs, if any, whichever is later.

4. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this Agreement.

5. The fees of the arbitrator shall be borne equally by the parties.

#### F. General Provisions

1. The specific time limits for filing and processing grievances and requests for arbitration are set forth above in this Article. If the time limits for a grievance response are exceeded by the Employer, the grievance shall be considered denied on the last day the response could have been timely made.

2. Any time limit contained in this Article may be extended only by written, mutual agreement of the Union and the Employer.

3. Related grievances may be consolidated at the request of either party.

4. Grievance meetings provided for herein shall be joint meetings at which both the grievant and the Employer's designated management representative shall be present.

5. Both parties shall have access to the grievance and arbitration procedure.

6. Fifteen (15) working days prior to a scheduled arbitration proceeding, the Parties may meet to discuss a proposed issue statement for the arbitration, but shall share documents and witness lists relevant to the case. Documents not shared at that time or witnesses not noticed (other than for rebuttal documents or witnesses) will be barred from the subsequent proceeding, except upon a showing that the document or testimony in question has been newly discovered or other good cause shown.

#### G. Progressive Discipline

The Employer believes in the principle of progressive discipline, as outlined in Exhibit D,

except when the situation warrants immediate action, including termination.

Except in situations where immediate action, including termination, is warranted, before any disciplinary action is taken, employees shall be advised of what is expected of them and the potential consequences if the employee does not conform. The disciplinary action shall reflect the nature of the employment infraction, conduct, or job performance involved.

This provision in no manner mandates a system of oral warning, written warning, and suspension prior to termination. In all terminations, the contractual standard of "for cause" shall control.



## **PART TWO: WAGES AND BENEFITS**

### **ARTICLE 21 -- WAGES**

- A. All employees in the bargaining unit who are on the Employer's payroll on July 1, 2019 shall receive a wage increase of four percent (4%) of their existing wage rates and the wage scales shall be increased by four percent (4%).
- B. All employees in the bargaining unit who are on the Employer's payroll on July 1, 2020 shall receive a wage increase of four percent (4%) of their existing wage rates and the wage scales shall be increased by four percent (4%).
- C. All employees in the bargaining unit who are on the Employer's payroll on July 1, 2021 shall receive a wage increase of four percent (4%) of their existing wage rates and the wage scales shall be increased by four percent (4%).

No employee shall have a right to be paid more than the maximum for his/her rate range, provided that it is understood that the Employer, at its discretion, may advance increments or pay a salary beyond the maximum.

### **ARTICLE 22 -- WAGE DIFFERENTIAL/ WORKING OUT OF CLASSIFICATION**

No employee shall suffer a reduction in rate of pay as a result of temporary assignment to a lower rated job.

An employee temporarily assigned to work in a higher classification shall be paid the minimum rate in such classification, provided that to be eligible for such increased rate, the employee must work the equivalent of three (3) full days in any calendar week in the higher classification, or any three consecutive full days in the higher classification. If the minimum rate for the higher classification is less than six percent (6%) more than the employee's regular rate of pay, the employee shall receive a six percent (6%) increase; if the minimum rate for the higher classification is more than ten percent (10%) more than the employee's regular rate of pay, the employee shall receive a ten percent (10%) increase.

## ARTICLE 23 -- INSURANCE

### A. Hospital and Medical Insurance

1. Upon the first day of the month following the completion of thirty (30) days of employment all eligible employees who desire hospital & medical, dental and vision insurance, shall be covered by the Employer under its current insurance plan or a plan with substantially the same benefits.

2. Employer currently provides a selection of 17 hospital and medical plans through the Cal Choice insurance exchange. The Employee contribution for any of the Gold or Platinum level HMO hospital & medical plans offered through Cal Choice will be \$15 per month for employee-only coverage through June 30, 2022. The Employer agrees to pay the balance of the monthly premium and to contribute an amount equal to the employee's highest-cost HMO option toward PPO or other coverage, if a non-HMO option is elected.

Employer currently provides dental HMO & PPO insurance plans and vision insurance through Met Life, and will pay 100% of dental HMO and vision insurance premiums for employee-only coverage through June 30, 2022.

3. The Employer shall make one medical insurance payment after an employee is terminated. The cost of coverage for members of the employee's family, including an employee's domestic partner as defined in section 297 of the California Family Code and subject to the requirements if any, imposed by the insurance company, will be assumed entirely by the employee.

4. The Employer agrees to give the Union as much advance notice as is reasonably practical before changing insurance carriers or making any changes in benefits, and no such changes will be made except by mutual agreement of both parties. If no agreement is reached, the Employer may select a new plan, which shall not have lesser overall benefits.

### B. Short and Long Term Disability Insurance

All employees will be covered under a disability insurance plan, and the full cost of the plan will be paid by the Employer. The Employer will pay such cost for the employee up to the amount of salary covered under the Jewish Federation Council Plan, or if through no fault of its own the Employer is unable to participate in the Jewish Federation Council Plan, a plan with substantially the same benefits.

C. Life Insurance

Upon the first day of the month following the completion of one (1) year of employment, all employees will be covered for two and one-half times their annual salary under a Life Insurance Policy. The Employer will pay such cost for the employee up to the amount of salary covered under the Jewish Federation council Plan, or if through no fault of its own the Employer is unable to participate in the Jewish Federation Council Plan, a plan with substantially the same benefits.

ARTICLE 24 -- HOLIDAYS

A. Recognized Holidays

Holidays for employees shall be as follows, and employees shall be given the day off without deduction in pay on the following holidays except as noted:

Jewish Holidays

Rosh Hashanah (2 days)  
Yom Kippur  
Succot (2 days)  
Shemini Atzeret  
Simchat Torah  
Pesach (1<sup>st</sup>, 2<sup>nd</sup> and last 2 days)  
Shavuot (2 days)

Legal Holidays

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
December 25th

B. General Provisions

When the foregoing holidays are worked and any other holidays granted by the Employer with pay are worked, the employee will be paid holiday pay plus straight time. Should an employee be required to work on a Sunday that is also a paid Jewish holiday under this Agreement, he shall receive straight time plus time and one-half.

If any of the above-specified legal holidays fall on Saturday, a compensating day off with pay will be selected by management. If the holidays fall on Sunday, the following Monday shall be considered as a holiday if thus publicly observed, in which case the above holiday provisions shall prevail.

In order to be eligible for holiday pay, the employee must work or be excused from work on the employee's last scheduled workday before and first scheduled workday after the



holiday. Employees shall not be eligible for holiday pay for holidays which occur during an unpaid leave of absence.

## ARTICLE 25 - - VACATIONS

### A. Vacation Period

The vacation period shall be throughout the calendar year. Based upon the needs of the department, the Employer may deny all vacation requests during given periods, provided notice is given to the affected employees and the Union at least 6 months in advance, and any such non-vacation period does not exceed 3 months. In emergency situations, the 6-month notice period and 3-month limitation may be waived, with notification to the Union. Each employee shall be given an annual statement of his or her accrued vacation time by no later than April 30<sup>th</sup> of each year. The scheduling of vacations shall be approved by the Employer in accordance with the following procedures: (1) Consideration will be given to employees' preference, and in cases of conflicts consideration will be given to senior employees; (2) If by action of the Employer, an employee cannot take his or her vacation during the vacation period and the Employer does not offer a reasonable alternative, the employee shall be entitled to vacation pay in lieu of a paid vacation.

### B. Vacation Accrual

#### 1. Employees hired prior to February 1, 1994

All support staff with 15 years or more and all professional staff with 5 years or more of employment shall continue to receive their current annual vacation accrual of 22 days per year.

All other staff hired prior to February 1, 1994 shall earn vacation accrual on the following schedule, until they reach the next plateau listed under the schedule for employees hired after February 1, 1994, after which they begin earning at the rate in effect for staff hired after February 1, 1994, as listed in C.2 below:

#### PROFESSIONAL:

- After 1 year = 15 days
- After 2 years = 20 days
- After 5 years = 22 days
- After 20 years = 23 days
- After 25 years = 25 days

**SUPPORT:**

After 1 year = 10 days  
After 3 years = 15 days  
After 5 years = 16 days  
After 10 years = 18 days  
After 15 years = 22 days  
After 20 years = 23 days  
After 25 years = 25 days

2. Employees hired after February 1, 1994

Staff hired after February 1, 1994 shall accrue vacation on the following schedule:

**PROFESSIONAL:**

After 1 year = 10 days  
After 2 years = 15 days  
After 5 years = 20 days  
After 20 years = 23 days  
After 25 years = 25 days

**SUPPORT:**

After 1 year = 10 days  
After 5 years = 15 days  
After 10 years = 20 days  
After 20 years = 23 days  
After 25 years = 25 days

A new employee will be eligible for vacation after 6 months of service on a pro-rated basis; however, the Employer has the right to give vacations within the first 6 months at its discretion.

Accumulated vacation will be paid out at the conclusion of employment unless another arrangement has been agreed to by the Union, the Employee and the Employer.

C. General Vacation Provisions

1. Notice of Vacation

Employees shall request vacations in writing and vacations shall be approved or denied by the Employer in writing. Vacation requests shall be made at least forty-five (45) days in advance of the scheduled vacation date and employees shall be given at least thirty (30) days' notice of approval of their vacation time. Each Employer may establish an

annual date by which vacation requests must be made. Scheduled vacations shall not be canceled or rescheduled by the Employer except in cases of emergencies or by mutual agreement. Any requirements under this section may be modified by mutual consent.

2. Accumulated Vacation

Maximum vacation carry over from one year to the next year will be one and one-half of the employee's annual earned vacation time, i.e. if at the 10 day level; the maximum holdover to the next year is 15 days. Once the maximum is reached (in this example, 15 days) employee will not accrue any further vacation until they reduce their vacation accumulation below the maximum.

3. Vacation Accrual Notifications

Each employee shall be given a monthly statement on his/her paycheck of accrued vacation time.

ARTICLE 26 -- SICK LEAVE

A. Accrual

1. All eligible employees on the Employer's payroll on April 1, 2003 will earn one and one half (1 ½) days per month of sick leave with the maximum accrual of thirty (30) days. An employee is eligible to take three (3) sick leave days starting in the seventh (7th) month of employment. The Employer shall retain the discretion to grant sick leave, if at all, during the first six (6) months of employment. Employees hired after April 1, 2003 will earn five sixths (5/6) of a day per month and are eligible to take three (3) sick days starting in the seventh (7<sup>th</sup>) month of employment.

Sick leave time shall be charged to the employee for the number of hours of sick leave actually paid to the employee.

If an employee becomes ill and does not have accumulated sick leave to cover all such absence and additional leave without pay is granted, the amount of pay lost by the employee shall be reimbursed to him/her after his/her return to work at the rate of one (1) day per month, charging each such day against sick leave, with any other sick leave earned during that month accruing to him/her as sick leave. Each employee shall receive annually an accounting of his/her accumulated sick leave time.

2. Each employee shall be given a statement at least once every six (6) months of accrued sick leave, personal leave and comp. time.



## B. Procedures

### 1. Disability Claims

Employees shall be required to make claims for disability benefits under the California Unemployment Insurance Code whenever applicable. If the employee has accumulated sick leave, he shall receive said pay from the Employer at full salary less State Disability payments actually received by the employee.

### 2. Intent to Return from Sick Leave

An employee on sick leave shall advise the Employer not later than one (1) day before the expiration of such leave of his/her intent to return to employment, unless he/she has obtained a written consent of the Employer for a leave of absence beyond expiration of said leave. Failure to return to employment or failure to negotiate a leave of absence in accordance with this Agreement shall be construed as a resignation to take effect at the end of the sick leave. In such event, the provisions of Article 17 on severance pay shall not apply.

### 3. Abuse of Sick Leave

Where the Employer has reasonable cause to believe that an employee is abusing the sick leave program, the Employer may require the employee to submit, during the illness, to an examination by a physician designated by the Employer at the Employer's expense before the employee shall be eligible for any sick leave payments.

### 4. Medical Appointments

Sick leave may be used for doctor's or dentist's appointments that cannot be reasonably arranged for after working hours, provided that prior approval for the specific time is received from the employee's supervisor.

### 5. Family Illness (Family Medical Leave Act of 1993 and California Family Rights Act)

a. The Employer recognizes its duties and obligations under the FMLA and CFRA and it is agreed by and between the parties that FMLA and/or CFRA Leave shall be debited to the accumulated leaves as herein set forth. Such leaves of absence may include but not be limited to serious health conditions of employees' parents, children, or spouse. Employees shall be required to first use all accumulated paid time off to the full extent permitted by law.

b. It is understood that when such a leave is applied for proof of illness and/or relationship may be required by the Employer.

c. With respect to the notice provision, each employee who chooses to take an FMLA leave if the reason for the leave is foreseeable, at least thirty (30) days advance notice should be given to the Employer. In any event, notice of FMLA leaves must be given as soon as practical.

d. All other provisions of the Federal Family and Medical Leave Act of 1993 shall apply. This section does not provide employees with any greater rights or benefits than required by the Act and this section shall be interpreted consistently with the definitions contained in the Act. Each Employer reserves all rights granted by the Act even if not specifically set forth above.

## ARTICLE 27 -- LEAVES OF ABSENCE

### A. California Family Rights Act and Family Medical Leave Act

The parties agree that the Employer shall comply with the California Family Rights Act of 1991 (CFRA) and the Family Medical Leave Act of 1993 (FMLA) as long as such law(s) are in effect and applicable to the Employers signatory to this Agreement.

1. All leaves of absence taken by employees under Article 28 (Leaves of Absence) and/or Article 27 (Sick Leave) of this Agreement which would qualify an employee as eligible for leave under either the CFRA or the FMLA, or both, shall run concurrently with such CFRA and/or FMLA leave and employees eligible for leave under either the CFRA and/or the FMLA shall be deemed to have elected leave under either or both of these Acts and such leaves shall be considered as leaves under the CFRA and/or FMLA for the purpose of calculating an employee's entitlement to additional leave under either the CFRA or FMLA, or both.

2. An employee who is granted or takes a leave under either the CFRA or FMLA must utilize any accrued vacation benefits during the period of said leave to the extent such leave exceeds any leave to which said employee would otherwise be entitled under this Agreement. Any employee who is granted or takes a leave under either the CFRA or FMLA or both for the serious health condition of the employee must utilize any accrued sick leave. Any portion of a leave that occurs after all vacation and/or other paid time off benefits have been exhausted shall be without pay.

3. No benefits, other than seniority, shall accrue during any leave. Vacation shall continue to accrue during paid leave.



4. The above summary of CFRA and FMLA is not intended to abridge any statutory rights under said acts.

B. Extended Leave (Including Medical)

1. For good cause shown, including but not limited to medical reasons, maternity, paternity, and adoption (preschool age children), and within a 12-month period, employees shall be entitled to extended leave without loss of seniority on the following basis:

a. Those with six months to 1 year employment shall be entitled to 3 months extended leave, including any paid sick leave to which they are entitled.

b. Those with 1 year to 3 years employment shall be entitled to 6 months extended leave, including any paid sick leave to which they are entitled.

c. Those with 3 years of employment or more shall be entitled to 1 year extended leave, including any paid sick leave to which they are entitled.

d. An employee who takes extended leave for 12 continuous months must be employed for 12 months before becoming entitled to any additional extended leave.

2. General Provisions

Eligible employees shall be offered continuation coverage under COBRA

The paid sick leave provisions referenced above apply when the extended leave is taken due to medical inability to work.

Employees on extended leave must use all accrued paid time off.

When an employee returns from an extended leave, he/she shall return at the pay rate he/she was receiving at the time such leave commenced plus any general wage increases that were given during the time of this extended leave. However, an employee must give at least one (1) day notice to the Employer prior to returning from any extended leave.

If an employee is not able to return to work at the end of an extended leave, he/she is deemed to have resigned.

During the time an employee is on extended leave, the Employer shall make no contributions on his/her behalf, except that, the Employer shall continue to pay medical insurance premiums for employees eligible for leave under either FMLA or CFRA while



they are on an extended leave up to a maximum of four (4) monthly payments starting from the time the leave commences.

An extended leave may be further extended beyond the time limits set forth above only upon mutual agreement of the Employer and the employee involved.

When an extended leave is granted for maternity reasons, the leave shall commence on the date requested by the employee, but in no event later than the date designated by her physician.

#### C. Bereavement Leave

A leave of absence without loss of pay of three (3) calendar days exclusive of the Sabbath or other religious holidays which extend the bereavement period shall be granted in the event of a death in the immediate family (parent, spouse, child, brother, sister, grandparents, aunts, uncles or in-laws or step-relatives listed in the next paragraph. Such leave may be extended without loss of pay if such time is needed due to reasons of religious conviction, subject to request from the employee.

A leave of absence without loss of pay of one (1) calendar day shall be granted so an employee may attend the funeral in the event of the death of the employee's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, or step mother, step father, step brother, step sister or step child, or household member. Such leave may be extended, up to a total of three (3) calendar days without loss of pay if such time is needed to make arrangements for the funeral or to travel to attend the funeral, subject to request from the employee, and provided the employee has accumulated paid time off. Such leave may also be extended without loss of pay if such time is needed due to reasons of religious conviction, subject to request from the employee.

#### D. Military Leave

A leave of absence without pay shall be granted to any employee who enters the military service of the United States. Upon return from such leave, the employee shall be entitled to all benefits provided by law.

#### E. Union Business Leave

A leave of absence for a reasonable period of time for Union activity shall be granted to an employee upon the request of the Union, provided that no more than one (1) person at a time in each work site covered by this Agreement shall be granted such leave.

F. Mutual Benefit Leave

The Employer may, at its discretion, grant a leave which the parties jointly agree is for the mutual benefit of the Employer and the employee involved. When such mutual benefit leave is granted, seniority shall continue during the term of the leave and the employee shall return to work at the wage scale which he/she would have been receiving had no leave been taken. The Employer, however, shall not make any contributions on behalf of the employee while the employee is on such leave.

G. Discretionary Leave

The Employer may, at its sole discretion, grant a leave of absence or time off for other proper reasons.

H. Educational (Sabbatical) Leave

After ten (10) years of service employees shall be eligible for leave for job-related studies during which time the employee's position will be held open for his/her return in accordance with the leaves of absence provisions of this Agreement.

If the employee remains on the job for two (2) years after completing the sabbatical, the employee shall be reimbursed in whole or in part for tuition incurred during the educational leave in accordance with the last paragraph of this section, provided the course of study is completed satisfactorily.

I. Personal Leave

Employees may take the equivalent of three days per year in hourly increments of personal leave, provided they give reasonable advance notice. Such leave will be deducted from accumulated sick leave.

J. Conference and Institute Leave

Time off with pay may be allowed for attendance at conferences and institutes. At least partial expenses should be provided by the Employer. Half time off with pay may be allowed at the discretion of the Employer to enable an employee to attend courses. This Section shall be equitably administered within classifications covered by this Agreement. Where the Employer requires attendance at any conference, institute or course, full expense shall be paid by the Employer.

## ARTICLE 28 -- PENSION

Employer and Union understand that the Jewish Federation Council of Greater Los Angeles froze participation in the Federation Council Basic Pension Plan effective December 31, 2005 and implemented a Defined Contribution Plan for employees hired on January 1, 2006 and thereafter. Employer and Union also understand that the Federation will continue to permit members of the bargaining unit to participate in the Basic Pension Plan and the Defined Contribution Plan on the same terms as Federation employees.

## ARTICLE 29 -- PAYMENT TO BENEFICIARY

In the event of the death of an employee, the Employer shall pay accumulated wages, vacation pay and any other employee benefits theretofore accrued to the beneficiary or to the estate of the deceased.

## ARTICLE 30 -- LICENSING/STAFF DEVELOPMENT

Where the Employer requires a license or certificate for continued employment after an employee has been hired, the Employer will pay the minimum cost required to renew or maintain the license or certificate, including the minimum cost of any courses needed to renew or maintain such license or certificate, and will grant time off with pay to attend such courses at Employer discretion. This Section shall not apply to standard Class C driver's licenses.

If the Employer requires an employee to be licensed or certificated, such costs shall be borne by the Employer.

## ARTICLE 31 -- REST PERIODS

All full-time employees shall be allowed two (2) fifteen-minute paid rest periods each day to be scheduled by the Employer approximately in the middle of the morning and afternoon work periods, or other mid-points of the work period as appropriate.

## ARTICLE 32 -- CAFETERIA BENEFITS

The current Section 125 Plan or one with substantially similar benefits shall remain in effect for the duration of this Agreement.

## ARTICLE 33 -- JURY PAY

When an employee is called for jury duty, the employee shall receive full pay for up to



pay received from the Government. Employees must notify the Employer promptly (i.e., within three (3) working days after receipt of notice) when they are called for jury service in order to give the Employer an opportunity to have the employee's dates of jury service revised so as to least interfere with the Employer's operations. If the employee fails to give the Employer prompt notice that he/she was called for jury service, the employee shall not be entitled to jury pay under this provision.

#### ARTICLE 34 -- SUCCESSORS AND ASSIGNS

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, acquisition, consolidation, or otherwise of all or of any part of the Employer's business. The Employer shall make it a condition of transfer that the successor or assignee shall be bound by the terms of this Agreement.

ARTICLE 35 -- DURATION

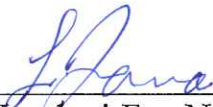
This Agreement to be effective July 1, 2019 through June 30, 2022. This Agreement shall remain in full force and effect through June 30, 2022 and shall annually thereafter be renewed automatically unless either party gives at least sixty (60) days written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.


Signatures:


Westside Jewish Community Center

By:   
Brian Greene  
Its Executive Director

The Jewish Communal and Social Agency Employees, Local 800 of the American Federation of State, County and Municipal Employees (AFSCME, AFL-CIO, Local 800)

By:   
Leora Javaheri-Far, Negotiating Team

  
Patricia Saravia, Negotiating Team

  
Cindy Stansbury, Negotiating Team

  
Gary Guthman , Chief Negotiator, AFSCME Council 36

**EXHIBIT A**

**Wage Scales - effective July 1, 2019**

| CLASSIFICATION | BOTTOM ANNUAL | BOTTOM MONTHLY | BOTTOM HOURLY | TOP ANNUAL | TOP MONTHLY | TOP HOURLY |
|----------------|---------------|----------------|---------------|------------|-------------|------------|
|----------------|---------------|----------------|---------------|------------|-------------|------------|

**PROFESSIONAL**

|                                      |           |          |          |           |          |          |
|--------------------------------------|-----------|----------|----------|-----------|----------|----------|
| Gr 40 - Preschool Teaching Assistant | \$ 27,788 | \$ 2,316 | \$ 14.25 | \$ 33,150 | \$ 2,763 | \$ 17.00 |
| Gr 50 - Preschool Teacher            | \$ 35,100 | \$ 2,925 | \$ 18.00 | \$ 48,750 | \$ 4,063 | \$ 25.00 |
| Gr 60 - Kindergarten Teacher         | \$ 44,850 | \$ 3,738 | \$ 23.00 | \$ 58,500 | \$ 4,875 | \$ 30.00 |

**SUPPORT STAFF**

|                                     |           |          |          |           |          |          |
|-------------------------------------|-----------|----------|----------|-----------|----------|----------|
| GR 12 - Preschool Clerical Employee | \$ 39,975 | \$ 3,331 | \$ 20.50 | \$ 52,650 | \$ 4,388 | \$ 27.00 |
| Gr 5 - Custodian                    | \$ 27,788 | \$ 2,316 | \$ 14.25 | \$ 32,560 | \$ 2,713 | \$ 16.70 |

**Wage Scales - effective July 1, 2020**

| CLASSIFICATION | BOTTOM ANNUAL | BOTTOM MONTHLY | BOTTOM HOURLY | TOP ANNUAL | TOP MONTHLY | TOP HOURLY |
|----------------|---------------|----------------|---------------|------------|-------------|------------|
|----------------|---------------|----------------|---------------|------------|-------------|------------|

**PROFESSIONAL**

|                                      |           |          |          |           |          |          |
|--------------------------------------|-----------|----------|----------|-----------|----------|----------|
| Gr 40 - Preschool Teaching Assistant | \$ 29,250 | \$ 2,438 | \$ 15.00 | \$ 34,145 | \$ 2,845 | \$ 17.51 |
| Gr 50 - Preschool Teacher            | \$ 36,504 | \$ 3,042 | \$ 18.72 | \$ 50,213 | \$ 4,184 | \$ 25.75 |
| Gr 60 - Kindergarten Teacher         | \$ 46,644 | \$ 3,887 | \$ 23.92 | \$ 60,255 | \$ 5,021 | \$ 30.90 |

**SUPPORT STAFF**

|                                     |           |          |          |           |          |          |
|-------------------------------------|-----------|----------|----------|-----------|----------|----------|
| GR 12 - Preschool Clerical Employee | \$ 41,574 | \$ 3,465 | \$ 21.32 | \$ 54,230 | \$ 4,519 | \$ 27.81 |
| Gr 5 - Custodian                    | \$ 29,250 | \$ 2,438 | \$ 15.00 | \$ 33,536 | \$ 2,795 | \$ 17.20 |



Wage Scales - effective July 1, 2021

| CLASSIFICATION | BOTTOM ANNUAL | BOTTOM MONTHLY | BOTTOM HOURLY | TOP ANNUAL | TOP MONTHLY | TOP HOURLY |
|----------------|---------------|----------------|---------------|------------|-------------|------------|
|----------------|---------------|----------------|---------------|------------|-------------|------------|

PROFESSIONAL

|                                      |           |          |          |           |          |          |
|--------------------------------------|-----------|----------|----------|-----------|----------|----------|
| Gr 40 - Preschool Teaching Assistant | \$ 30,420 | \$ 2,535 | \$ 15.60 | \$ 35,169 | \$ 2,931 | \$ 18.04 |
| Gr 50 - Preschool Teacher            | \$ 37,964 | \$ 3,164 | \$ 19.47 | \$ 51,719 | \$ 4,310 | \$ 26.52 |
| Gr 60 - Kindergarten Teacher         | \$ 48,510 | \$ 4,042 | \$ 24.88 | \$ 62,063 | \$ 5,172 | \$ 31.83 |

SUPPORT STAFF

|                                     |           |          |          |           |          |          |
|-------------------------------------|-----------|----------|----------|-----------|----------|----------|
| GR 12 - Preschool Clerical Employee | \$ 43,237 | \$ 3,603 | \$ 22.17 | \$ 55,856 | \$ 4,655 | \$ 28.64 |
| Gr 5 - Custodian                    | \$ 30,420 | \$ 2,535 | \$ 15.60 | \$ 34,543 | \$ 2,879 | \$ 17.71 |

NOTE: Annual & Monthly rates are for full-time employees working 37.5 hours per week

EXHIBIT B – Special Salary Steps & Other Considerations

**WESTSIDE JCC PRESCHOOL TEACHERS**  
**SPECIAL SALARY STEPS - GRADE 50 HOURLY RATES**

| <b>REQUIRED EDUCATION</b>                                     | <b>MIN. HOURLY</b>        | <b>MIN. HOURLY</b>        | <b>MIN. HOURLY</b>        |
|---|---------------------------|---------------------------|---------------------------|
|   | <i>effective 7/1/2019</i> | <i>effective 7/1/2020</i> | <i>effective 7/1/2021</i> |
| AA PLUS 15 ADDITIONAL ECE UNITS                               | \$ 20.87                  | \$ 21.71                  | \$ 22.58                  |
| AA PLUS 30 ADDITIONAL ECE UNITS                               | \$ 21.42                  | \$ 22.28                  | \$ 23.17                  |
| AA PLUS 45 ADDITIONAL ECE UNITS                               | \$ 22.07                  | \$ 22.95                  | \$ 23.87                  |
| BA IN ECE OR RELATED FIELD                                    | \$ 22.74                  | \$ 23.65                  | \$ 24.60                  |
| BA PLUS 1/2 THE UNITS REQUIRED FOR MA IN ECE OR RELATED FIELD | \$ 23.41                  | \$ 24.35                  | \$ 25.32                  |
| MA IN ECE OR RELATED FIELD;                                   | \$ 24.10                  | \$ 25.06                  | \$ 26.06                  |

\* Rates may increase beyond the numbers listed. See Article 22.

A. Teachers completing educational requirements shall be placed in the higher step on the first day of the month following (1) completion of the course work and (2) written verification thereof.

B. No current employee shall have their pay rate reduced as a result of the implementation of the above salary scale.

C. In addition to teaching hours, teachers will be compensated for 5 hours of preparation time each week. The Employer shall not require any activities during this time other than 30 minutes of advance daily preparation of the classroom and weekly staff meetings. Such staff meetings shall total not more than 16 hours per quarter, starting with the commencement of the school year. A quarter is defined as three (3) months. If there are less than 16 hours of staff meetings, there shall be no detriment to the teachers.

D. The preparation time hours specified in B, above, are deemed direct teaching hours worked for all purposes. Direct teaching hours worked shall be paid hours. Those worked in excess of 37-1/2 hours per week shall be paid at the rate of 1-1/2 times the employee's regular rate for each hour worked. All non-direct teaching hours worked shall be subject to compensatory time off, with those worked in excess of 37-1/2 hours per week being compensated as specified in Article 18 of this Agreement.

E. The responsibility for recruiting a substitute teacher when a teacher or assistant to a teacher is absent shall be the responsibility of the Preschool Director, or the responsibility of the teacher or assistant teacher, provided she has a viable substitute list and this has been agreed to by each teacher and the Director.

**PART FOUR: SIDE LETTERS**

**EXHIBIT C**

**SAMPLE HIRE LETTER**

INSERT DATE

INSERT NAME

INSERT ADDRESS

Dear \_\_\_\_\_:

This letter is to confirm your appointment to the full-time Union position of (INSERT TITLE) in the (INSERT DEPARTMENT NAME) Department of Westside Jewish Community Center, effective (INSERT DATE) at an annual salary of (INSERT AMOUNT). Your immediate supervisor will be (INSERT NAME OF SUPERVISOR). Attached is a copy of the job description for this position.

Employees hired into your job category are required to become members of The Jewish Communal and Social Agency Employees, Local 800 of the American Federation of State, County and Municipal Employees (AFSCME, AFL-CIO, Local 800) no later than the 31st day following the date of hire. In accordance with the provisions of the Union Contract, your appointment carries with it a (INSERT APPROPRIATE PROBATIONARY PERIOD DEPENDING ON JOB CATEGORY) probationary period.

There are a number of personnel benefits available to Westside Jewish Community Center employees. If you have not already done so, I suggest that you contact the Personnel & Benefit Department at your earliest convenience to discuss the benefits.

(INSERT NAME), I'm pleased to officially welcome you as a member of our WJCC staff and wish you success in your new position.

Sincerely,

Copy Supervisor & Department Manager  
Personnel & Benefits Office

**PLEASE SIGN & RETURN COPY OF THIS LETTER TO MY OFFICE**

Approved & Accepted By \_\_\_\_\_



## **EXHIBIT D**

### **PROGRESSIVE DISCIPLINE**

The parties agree to adopt the following advisory procedures in addressing disciplinary or other work-related problems. The parties to these procedures recognize that the level of discipline imposed will be commensurate with the seriousness of the performance or conduct issue being addressed. The determination as to what level of discipline (reflected below) is to be imposed is the sole prerogative of the employer.

A. Letter of Warning: A written notice to an employee reflecting the need to correct some aspect of his/her work performance, or conduct. A Letter of Warning will be considered as disciplinary in nature. This is an intermediate step prior to notification that discipline may be imposed.

B. Letter of Reprimand: A written notice to an employee reflecting the need to correct his/her work performance, or conduct, and indicating that failure to correct the performance or conduct could result in a disciplinary action up to and including discharge. A Letter of Reprimand is disciplinary in nature.

C. Notice of Discharge for Cause: A written notice to an employee that they have been terminated for cause, i.e. unsatisfactory work performance or unacceptable conduct.

